

JPA File No.: 07-097-I
AG Contract No.: P2007-002149
Section: Adobe Road -
Oatman to Bullhead
TRACS No.: HF150 01C
Budget Source Item No.: HURF

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
BULLHEAD CITY

THIS AGREEMENT is entered into this date October 16th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD, acting by and through its MAYOR and CITY COUNCIL the ("City"). The State and the are collectively referred to as "Parties".



I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-334 and § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has approved the exchange of Highway User Revenue Funds (HURF) pursuant to the amounts and schedule shown in column D of the table below for the new roadway project, Adobe Road/Arcadia Boulevard from Oatman Road to Bullhead Parkway. The project includes new curb, gutter, AC pavement and necessary drainage appurtenances hereinafter referred to as the "Project." Such funds shall be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) Federal Apportionment and corresponding Obligation Authority as shown in column B and C in the table below. All such transactions to be made in accordance with the schedule shown in column A.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29877
Filed with the Secretary of State
Date Filed: 10/16/07

Secretary of State


A Federal Fiscal Year to be Processed	B STP Apportionment to be Charged to WACOG	C STP Obligation Authority to be Charged to WACOG	D 90 %HURF Funds to be Transferred to City
<u>Construction</u>			
FFY 2008	\$551,880.00	\$500,000.00	\$450,000.00
FFY 2009	\$551,880.00	\$500,000.00	\$450,000.00
FFY 2010	\$551,880.00	\$500,000.00	\$450,000.00

II. SCOPE OF WORK

1. The City shall:

a. Provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project to the State prior to advertisement of the Project. The State's Local Government Section will then verify the work and location meet the requirements for HURF exchange.

b. Advertise for bids and award one or more construction contracts for the Project. Administer contracts for the project and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City. Comply with all applicable State Laws, Rules and Regulations.

c. Invoice the State for thirty percent (30%) of the total programmed HURF funds found above in Column D upon award of the construction. Total payment by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2008, 2009 & 2010 in which the billing is made.

d. Invoice the State for an additional thirty percent (30%) of the total programmed HURF funds when the Project reaches the thirty percent (30%) completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2008, 2009 & 2010 in which the billing is made, plus any carryover amounts not previously paid in prior years.

e. Invoice the State for an additional thirty percent (30%) of the total programmed HURF funds when the Project reaches the sixty percent (60%) completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2008, 2009 & 2010 in which the billing is made, plus any carryover amounts not previously paid in prior years.

f. Upon satisfactory completion of construction, approve and accept the Project on behalf of the City and at its own expense, provide for maintenance. After the final close out Field Review, provide the State with a letter documenting the notice of the approval and acceptance of the project.

g. Prior to invoicing the State for the remaining ten percent (10%) of the Project costs, coordinate with the State on a final field inspection to make certain the Project has been satisfactorily completed and accepted by the City. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2008, 2009 & 2010 in which the billing is made, plus any carryover amounts not previously paid in prior years.

2. The State shall:

a. Charge WACOG STP Apportionment in the amount of \$551,880.00 and WACOG Obligation Authority in the amount of \$500,000.00 for FY 2008, 2009 & 2010 for the Project

b. Within thirty-days (30) after receipt and approval of invoices at construction award, and also the thirty (30%) and sixty percent (60%) construction completion stages, advance the City HURF funds in the amount of 30% at each invoiced stage of construction.

c. Coordinate with the City on a final field inspection to make certain the Project has been satisfactorily completed and accepted by the City. Within 30 days after receipt and approval of the final invoice, remit to the City HURF Funds or the remaining ten percent (10%) of \$450,000.00 for the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon 30 days written notice to the other party. It is understood and agreed that in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost overruns and construction claims. The City shall require its contractors to name the State and ADOT as an additional insured in the contractor's policies. The City shall also require its contractors to name the State and ADOT as an additional indemnitee in the City's contracts with its contractors. It is understood and agreed that the State's participation is confined solely to advancing Highway User Revenue Funds; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If

funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available.

No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Bullhead City
Pawan Agrawal
Public Works Director
1255 Marina Blvd
Bullhead City, Arizona 86442-5733

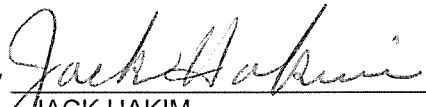
10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

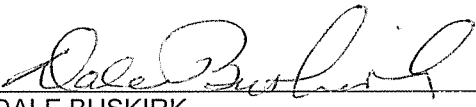
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

BULLHEAD CITY

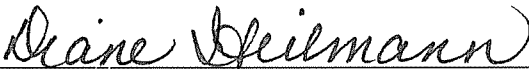
STATE OF ARIZONA

Department of Transportation

By 
JACK HAKIM
Mayor

By 
DALE BUSKIRK
Division Director

ATTEST:

By 
DIANE HEILMANN
City Clerk

First Draft July 10th, 2007-ly
Revisions July 12, 2007-ly
Revised July 26, 2007-ly
AG approval August 8, 2007-ly



MISSION STATEMENT

"IT IS THE GOAL OF THE CITY OF BULLHEAD CITY TO ENHANCE THE QUALITY OF LIFE AND PROMOTE A SENSE OF COMMUNITY TO RESIDENTS BY PROVIDING QUALITY PUBLIC SERVICES IN A RESPONSIBLE, EFFICIENT AND EFFECTIVE MANNER."

ACTION AGENDA
REGULAR COUNCIL MEETING
BULLHEAD CITY COUNCIL
TUESDAY, SEPTEMBER 18, 2007
5:30 P.M. – CITY COUNCIL CHAMBERS
1255 Marina Boulevard, Bullhead City, Arizona

NOTE: The Bullhead City Council received the staff reports and recommendations, plus supporting documentation from staff for all of the items on the agenda. This information was distributed one week prior to the meeting date. Individual City Council Members contact staff with any questions regarding agenda items. As a result of this preparation, items that appear to be routine will typically be handled very quickly, and discussion on disputed or questionable items can begin from a position of general understanding.

NOTE: The Bullhead City Council, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from its attorney.

CALL TO ORDER

INVOCATION: Tom Hanlon, Chaplain of Vietnam Veterans of America

PLEDGE OF ALLEGIANCE

ROLL CALL (Pursuant to Bullhead City Municipal Code, Section 2.04.230, if one or more members of the Council are unable to be present in person at a scheduled Council meeting, that member may participate in the meeting by telephone or video conference.)

PRESENTATIONS AND PROCLAMATIONS

Presentation: From the Customer Service Team to the Bullhead City Council

Presentation: Alternative Expenditure Limitations (AEL) update from Mike Conner.

CALL TO THE PUBLIC

We will now have an open call to the public for citizens wishing to address the council on issues within the jurisdiction of the city. Your comments must be limited to three (3) minutes or less, unless you are speaking on behalf of a group of citizens present, and then the time is five (5) minutes with a maximum of thirty (30) minutes allocated for call to the public. If you wish to address an item already on tonight's agenda, you should wait until that item is announced for a public hearing. At the conclusion of the open call to the public, individual members of the council may respond to criticism made by those who have addressed the council, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the council cannot discuss or take legal action on matters not already on the agenda.

REGULAR MEETING *ACTION* AGENDA
BULLHEAD CITY COUNCIL

September 18, 2007
PAGE 2

AGENDA MODIFICATIONS: Any items to be withdrawn from, or moved to, the appropriate place on the agenda.

WAIVER MOTION: Motion to waive the reading in full of all ordinances and resolutions presented for adoption at this meeting.

MANAGER'S REPORT

Police Report by Chief Rodney Head

MAYOR'S COMMENTS

COUNCIL MEMBERS' REPORTS ON CURRENT EVENTS

IN ACCORDANCE WITH MUNICIPAL CODE SECTION 2.04.200, THE CITY COUNCIL, BY A DULY PASSED MOTION, MAY ADJOURN TO EXECUTIVE SESSION TO DISCUSS CONFIDENTIAL MATTERS THAT MAY ARISE CONCERNING AN AGENDA ITEM PURSUANT TO A.R.S. SECTION 38-431.03(A)(1) PERSONNEL; (2) RECORDS EXEMPT BY LAW FROM PUBLIC INSPECTION; (3) CONSULTATION WITH LEGAL COUNSEL; (4) DISCUSSION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION; (5) NEGOTIATIONS WITH EMPLOYEE ORGANIZATIONS; (6) INTERNATIONAL AND INTERSTATE NEGOTIATIONS; (7) NEGOTIATIONS REGARDING PURCHASE OR LEASE OF REAL PROPERTY.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

CONSENT AGENDA (Items 1 through 6): All items appearing on the consent agenda will be approved with one motion and without separate discussion unless a Council Member so requests.

1. Approve the council minutes of the August 21, 2007 Special and Regular meetings and the September 4, 2007 Regular meeting. (City Clerk Heilmann)

ACTION: APPROVED AS PRESENTED.

2. Adopt Ordinance No. 2007-27, AUTHORIZING THE AMENDMENT TO Z05-011, ORDINANCE NO. 2005-54, STIPULATION NO. 7, TO ALLOW THE APPLICANT ADDITIONAL TIME TO RECORD THE FINAL PLAT FOR THE FIRST PHASE OF A PROJECT KNOWN AS CLEARWATER SHORES AND DESCRIBED AS A PORTION OF SECTION 3, T19N, R22W. (Development Services Director Paul)

ACTION: ADOPTED ORDINANCE NO. 2007-27 AUTHORIZING ADDITIONAL TIME TO RECORD THE FINAL PLAT FOR THE FIRST PHASE OF CLEARWATER SHORES.

3. Adopt Ordinance No. 2007-28, AUTHORIZING THE AMENDMENT TO Z05-009, ORDINANCE NO. 2005-37, STIPULATION NO. 6, TO ALLOW THE APPLICANT ADDITIONAL TIME TO OBTAIN BUILDING PERMITS FOR A MULTIPLE FAMILY PROJECT ON PARCELS OF LAND LOCATED AT 1685 AND 1689 HIGHWAY 95 AND

REGULAR MEETING **ACTION** AGENDA
BULLHEAD CITY COUNCIL

September 18, 2007
PAGE 3

DESCRIBED AS PETERSON ACRES, UNIT 2, BLOCK A, LOTS 13 TO 15. (Development Services Director Paul)

ACTION: ADOPTED ORDINANCE NO. 2007-28 AUTHORIZING ADDITIONAL TIME TO OBTAIN BUILDING PERMITS FOR A MULTIPLE FAMILY PROJECT ON PARCELS OF LAND LOCATED AT 1685 AND 1689 HIGHWAY 95.

4. Adopt Resolution No. 2007R-44, AUTHORIZING THE ABANDONMENT OF THE 10 FT. PUBLIC UTILITY EASEMENTS LOCATED ON EACH SIDE OF THE PROPERTY LINE IN COMMON WITH THE PARCELS OF LAND LOCATED AT 571 AND 575 RIVERVIEW DRIVE, WHICH ARE DESCRIBED AS RIVIERA MARINA VILLAGE, TRACT 1008, LOTS 655 AND 656. (Development Services Director Paul)

ACTION: ADOPTED RESOLUTION NO. 2007R-44 AUTHORIZING ABANDONMENT OF THE TEN FOOT P.U.E. ON PARCELS OF LAND LOCATED AT 571 AND 575 RIVERVIEW DRIVE AS PRESENTED.

5. Adopt Resolution No. 2007R-45, AUTHORIZING THE ABANDONMENT OF THE 8 FT. PUBLIC UTILITY EASEMENT, LOCATED AT THE REAR OF THE PARCEL OF LAND AT 1285 MOHAVE DRIVE, WHICH IS DESCRIBED AS COUNTRY CLUB MANOR, TRACT 1066, BLOCK 12, LOT 7. (Development Services Director Paul)

ACTION: ADOPTED RESOLUTION NO. 2007R-45 AUTHORIZING ABANDONMENT OF AN EIGHT FOOT P.U.E. ON A PARCEL OF LAND LOCATED AT 1285 MOHAVE DRIVE AS PRESENTED.

6. Approve the extension of time to complete the required improvements for El Camino Village, Unit 3B, Tract 5037, thereby establishing September 3, 2008 as the date for completion. (Development Services Director Paul)

ACTION: APPROVED AN EXTENSION OF TIME TO COMPLETE THE REQUIRED IMPROVEMENTS FOR EL CAMINO VILLAGE, UNIT 3B, TRACT 5037 AS PRESENTED.

PUBLIC HEARINGS ON ITEMS PULLED FROM CONSENT AGENDA

PROCEDURES FOR PUBLIC COMMENT ON PUBLIC HEARING ACTION ITEMS

Members of the public are invited to speak on public hearing action items. To give everyone an opportunity to speak, please observe the following etiquette: (1) State your name clearly and spell your last name for the record (2) You may address the Council one time on each public hearing action item for a maximum of five minutes (3) Groups must designate one spokesperson to speak on behalf of the group.

PUBLIC HEARINGS ON BOARD/COMMISSION/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS ON LIQUOR LICENSE APPLICATIONS

REGULAR MEETING **ACTION** AGENDA
BULLHEAD CITY COUNCIL

September 18, 2007
PAGE 4

7. **PUBLIC HEARING:** Discussion and possible action to make a recommendation to the Arizona Department of Liquor Licenses and Control of a Special Event Liquor License application submitted by Donna McReynolds on behalf of the Kiwanis Club of Bullhead City for a Fund Raising Event to be held on October 18, 2007 at the Bullhead Area Chamber of Commerce. (City Clerk Heilmann)

ACTION: RECOMMENDED APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE FOR THE MORNING KIWANIS CLUB OF BULLHEAD CITY AS PRESENTED.

8. **PUBLIC HEARING:** Discussion and possible action to make a recommendation to the Arizona Department of Liquor Licenses and Control of a Special Event Liquor License application submitted by Valorie Merrigan on behalf of the Bullhead City Optimist Club for the Hardyville Days event to be held from October 19-21, 2007 at the Bullhead City Community Park. (City Clerk Heilmann)

ACTION: RECOMMENDED APPROVAL OF A SPECIAL EVENT LIQUOR LICENSE FOR THE BULLHEAD CITY OPTIMIST CLUB AS PRESENTED.

9. **PUBLIC HEARING:** Discussion and possible action to make a recommendation to the Arizona Department of Liquor Licenses and Control of a Series 12 Liquor License Application submitted by Chris N. Miller on behalf of Buffalo Wild Wings Grill and Bar, located at 2040 Highway 95. (City Clerk Heilmann)

ACTION: RECOMMENDED APPROVAL OF A SERIES 12 LIQUOR LICENSE FOR BUFFALO WILD WINGS GRILL AND BAR AS PRESENTED.

PUBLIC HEARINGS ON ACTION ITEMS

Building, Planning and Zoning Items

10. **PUBLIC HEARING:** Discussion and possible action to adopt Ordinance No. 2007-29, AUTHORIZING THE AMENDMENT TO Z07-006, ORDINANCE NO. 2007-20, TO ESTABLISH THE SETBACKS FOR A PROJECT KNOWN AS ZIA ESTATES THAT IS PROPOSED TO BE ZONED R1S (RESIDENTIAL: SINGLE FAMILY RESIDENTIAL SUBURBAN) AND DESCRIBED AS A PORTION OF SECTION 16, T21N, R21W. (Development Services Director Paul)

ACTION: ADOPTED ORDINANCE NO. 2007-29 ESTABLISHING SETBACKS FOR A PROJECT KNOWN AS ZIA ESTATES AS PRESENTED.

Bid Awards, Contracts, Intergovernmental Agreement, and Purchases

11. **PUBLIC HEARING:** Discussion and possible action to approve the Joint Power Agreement with ADOT that provides for Bullhead City to received \$1.35 million in additional HURF money from ADOT in lieu of WACOG grant for the East-West Corridor Project. (Public Works Director Agrawal)

REGULAR MEETING **ACTION** AGENDA
BULLHEAD CITY COUNCIL

September 18, 2007
PAGE 5

ACTION: APPROVED THE JOINT POWER AGREEMENT BETWEEN THE CITY OF BULLHEAD CITY AND ARIZONA DEPARTMENT OF TRANSPORTATION FOR RECEIPT OF \$1.35 MILLION IN HURF FUNDING IN LIEU OF WACOG GRANT FUNDING FOR THE EAST-WEST CORRIDOR PROJECT.

12. **PUBLIC HEARING:** Discussion and possible action to adopt Resolution No. 2007R-46, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH MOHAVE COUNTY FOR JAIL COSTS FOR THE PERIOD JULY 1, 2007 THROUGH JUNE 30, 2008. (Police Chief Head)

ACTION: ADOPTED RESOLUTION NO. 2007R-46 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BULLHEAD CITY AND MOHAVE COUNTY FOR JAIL COSTS FOR FISCAL YEAR 2007/2008.

Other Business

13. **PUBLIC HEARING:** Discussion and possible action, if needed, to comply with the Arizona Open Meeting Law requirements following Executive Session in relation to the annual performance review for City Attorney, Kent Foree.

ACTION: RENEWED THE EMPLOYMENT CONTRACT BETWEEN THE CITY AND KENT FOREE FOR AN ADDITIONAL YEAR TO AS CITY ATTORNEY WITH AN INCREASE OF 2.5% TO BE FUNDED TO HIS 457 RETIREMENT ACCOUNT.

COUNCIL REQUESTED ITEMS

None

ADJOURNMENT

Dated this 19th day of September 2007



Diane Heilmann, CMC
City Clerk

Pursuant to the Americans with Disabilities Act (ADA), the City of Bullhead City endeavors to ensure the accessibility of all its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Human Resources Department at (928) 763-9400 at least twenty-four (24) hours prior to the meeting so an accommodation may be arranged.

ATTORNEY APPROVAL FORM FOR THE CITY OF BULLHEAD


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2007.

A handwritten signature in black ink, appearing to read "W. Kent Free", is written over a horizontal line.

City Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007002149 (**JPA 07-097-I**), an Agreement between public agencies, i.e., The State of Arizona and Bullhead City, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 9, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:73784
Attachment